ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF TEXAS

Joe Hunsinger
Plaintiff Pro-Se'

Case No: 3-14CV-0228-K

V.

Civil Rights Violation Complaint
Jury Trial Demanded

FIA CARD SERVICES N.A.;
FREDERICK J. HANNA ASSOCIATES, PC. ;
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA ;
REICKE BAUMAN ;
LAURA A. LAWTON ;
UNIVERSAL SURETY OF AMERICA ;
EDWARD T. BURK & ASSOCIATES PC. ;
and
WESTERN SURETY COMPANY ;
Defendants

CLERK US DISTRICT COURT
NORTHERN DIST. OF TX
FILED
2014 JAN 21 PM 3:30
DEPUTY CLERK

PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

Comes now the Plaintiff Joe Hunsinger :

1. Plaintiff's Complaint is based on the Fair Debt Collection Practices Act *15 U.S.C. §1692 et seq.* (hereafter FDCPA), the Texas Debt Collection Practices Act, Chapter 392 (hereafter TFC) and the Texas Business and Commerce code, Subchapter E, Chapter 17, (DTPA), which prohibit debt collectors from engaging in abusive, deceptive, and unfair practices. At all times hereinafter mentioned, The Plaintiff is a resident of Dallas County, State of Texas. From here forward Joe Hunsinger, will be known as the Plaintiff.

JURISDICTION AND VENUE

2. Jurisdiction of this court arises pursuant to *15 U.S.C. §1692k(d)* and which states that such actions may be brought and heard before "any appropriate United States district court without regard to the amount in controversy" and 28 USC §1331.

PARTIES

3. Defendant Fia Card Services N.A. (hereafter Fia) is a creditor as defined in 1692(a)(4) and TFC 392.001(6) and participated in collection activity in a consumer debt as defined in TFC 392.001(5), on a consumer debt as defined in TFC 392.001(2). FIA which is a wholly owned subsidiary of NB Holdings Corporation, which in turn is a wholly owned subsidiary of *Bank of America Corporation*, a publicly held corporation. Fia is a foreign business and conducts business in Texas, and can be contacted at 900 Samoset Dr., Newark, DE 19713.

4. Defendant Frederick J. Hanna Associates PC, (hereafter Hanna), Reicke Bauman (hereafter Baumann), Laura A. Lawton (hereafter Lawton), and Edward T. Burk & Associates PC. (hereafter Burk), are debt collectors as defined in 1692(a)(6) and in TFC 392.001(7); and participated in collection activity against the Plaintiff in a consumer debt as defined in 1692(a)(5) and TFC 392.001(5), on a consumer debt as defined in TFC 392.001(2). Chapter 392 of the Texas Finance Code (TFC) sets forth provisions governing the behavior of debt collectors in the act of collecting debts from consumer debtors.

5. Defendant Travelers Casualty & Surety Company of America, (hereafter Travelers), is upon information and belief, a Connecticut insurance company. Universal is liable for acts committed by Defendant Hanna pursuant to, and to the extent provided by, Chapter 392 of the TFC and bond secured pursuant thereto, as well any other applicable law. Defendant Travelers can be served upon their attorney for service Corporation Service Company, 211 East 7th Street #620, Austin, Texas 78701.

6. Defendant Universal Surety of America (hereafter Universal), is upon information and belief, a South Dakota property and casualty insurance company. Universal is liable for acts committed by Defendant Baumann pursuant to, and to the extent provided by, Chapter 392 of the TFC and bond secured pursuant thereto, as well any other applicable law. Defendant Universal can be served upon their attorney for service CT Corporation System, 350 North Saint Paul Street #2900, Dallas, Texas 75201.

7. Plaintiff is a consumer as defined by the FDCPA, 15 USC 1692a(3), the Texas Business and Commerce Code section §17.50(a)(1), and Texas Finance Code §392.001(1). Plaintiff was subject to debt collection activity as defined in TFC Section 392.001(5) on a consumer debt, as defined in the FDCPA 15 USC 1692(a)(5) and in TFC Section 392.001(2) in this matter.

8. Defendant Hanna is a Georgian professional corporation and a is a third party debt collector and conducts business in the state of Texas and is located at 2253 Northwest Parkway, Marietta, GA 30067 and has a surety bond with the Secretary of the State of Texas, bond No. 775224955TX.

9. Defendant Baumann is a third party debt collector and conducts business in the state of Texas and is located at 1601 Westheimer, Houston, Texas 77006 and has a surety bond with the Secretary of the State of Texas, bond No. 6425028.

10. Defendant Lawton worked for The Baumann Law Firm, and acted as a debt collector and/or third party debt collectors when she attempted to collect a consumer debt from the Plaintiff in the filing of a lawsuit. Lawton can be served at her place of employment at 910 Louisiana St., Houston, TX 77002.

11. Defendant Burk is a third party debt collector and conducts business in the state of Texas and is located at 11222 Richmond Avenue # 230, Houston, TX 77082and had a surety bond with the Secretary of the State of Texas, bond No. 70173707 at the time of the TFC violation, which was recently discovered around February 2013.

12. Defendant Western Surety Company (hereafter Western), is upon information and belief, a South Dakota property and casualty insurance company. Western is liable for acts committed by Defendant Burk pursuant to, and to the extent provided by, Chapter 392 of the TFC and bond secured pursuant thereto, as well any other applicable law. Defendant Western can be served upon their attorney for service CT Corporation System, 350 North Saint Paul Street #2900, Dallas, Texas 75201.

13. Defendants Fia and Hanna have been given general notice for their DTPA as required by law.

INTRODUCTION

14. On or about January 21, 2013 the Plaintiff received a phone call from Defendant Hanna who was attempting to collect a debt from Plaintiff. As far as the Plaintiff can remember, this was the initial communication Plaintiff had from Defendant Hanna.

15. Defendant Hanna also made a second phone call to Plaintiff on January 29, 2013, in a second attempt to collect on a debt. On both occasions the Plaintiff clearly identified himself as being the person whom he was looking for and notified Defendant Hanna that he had made the phone call to the Plaintiff's cell phone.

JOE: YOU CALLED ME ON MY CELL PHONE, YOU CALLED ME THE OTHER DAY RIGHT
FJH: SAY THAT AGAIN
JOE: YOU CALLED ME THE OTHER DAY RIGHT
FJH: ...MM...IT WAS... YEAH, I DID CALL YOU ONE TIME LAST WEEK

16. On both occasions the Defendant Hanna did not give the Plaintiff the mini Miranda warnings and repeatedly attempted to gain information from the Plaintiff.

17. Defendant Hanna did not send a validation of debts within five days after the initial communication with the collection of the debt from the Plaintiff from its collection call placed to the Plaintiff on January 21, 2013. See Exhibit A.

18. Plaintiff received a collection letter, dated January 30, 2013, from Defendant Hanna. The collection letter states that the Plaintiff owes a balance of $6424.01 to FIA CARD SERVICES, N.A. for account ending in 2620. See Exhibit B.

19. Plaintiff does not have or has ever had a credit card with the name of FIA CARD SERVICES, N.A. appearing on the face of the credit card. See Exhibit C.

20. Plaintiff sent Defendant Hanna a debt validation letter requesting verification of the debt in a letter dated 2-13-2013. The Defendant received Plaintiffs dispute letter on 2-16-2013 and has failed to obtain and send verification of the debt/judgment and provide it to the Plaintiff. See Exhibit D.

AN EXPLANATION THAT DATES BACK TO 2002

TO PAINT A CLEARER PICTURE THAT LEAD TO THE CURRENT VIOLATIONS

21. The debt Defendant Hanna attempted to collect on was an old debt for which the Plaintiff was sued on back 2004 by The Baumann Law Firm. Defendant Baumann and Lawton were the attorneys who had sued the Plaintiff. See Exhibit E.

22. The account of the matter was received by Defendant Hanna on or around 9-5-2002. This was recently discovered by the Plaintiff in the 1-15-2014 telephone conversation with Defendant Hanna; more detail on this is given in paragraph number 55.

23. On 4-15-2004 a summary judgment motion was submitted to the court with a false affidavit, a violation of Texas law. The affidavit was false and had a different signature of the person qualified to administer oaths, from Defendants Baumann and Lawton. The signature of the notary in the affidavit, dated 10-28-20102, does not match the notary's signature in her

9-5-2002 notary application or her 12-29-2006 application to become a notary. See Exhibit E page 15, K and L. Robo-signing is a term used by consumer advocates and the courts have seen a lot of this in the past couple of years since the great economic crash of 2007.

24. On 8-19-2004 an "notice of judgment" was sent to the Plaintiff from Justice of the Peace 3-1 in Case No. JC0300601A with Bank of America being the Plaintiff (in favor of the judgment) and Joe Hunsinger being the Defendant in that case (who is the Plaintiff in this matter). See Exhibit F.

25. On 11-24-2004 an Abstract of Judgment was recorded in the Dallas County Records against the Plaintiff for the account in this action by Bank of America and % Reicke Baumann (Defendant Baumann) for $2943.60 and $981.20 in attorney fees. See Exhibit G.

26. Plaintiff received collection letters from Defendant Burk attempting to collect $4088.23 in a letter dated 4-4-2007, $41999.23 in a letter dated 3-10-2008, and $4199.23 in a letter dated 3-2-2009. Plaintiff does not understand why or how the changes in the amounts were calculated. See Exhibit H.

27. In 2013 Plaintiff went to check on a quote which he remembered from George Orwell's book 1984.

"You are a slow learner, Winston."

"How can I help it? How can I help but see what is in front of my eyes? Two and two are four."

"Sometimes, Winston. Sometimes they are five. Sometimes they are three. Sometimes they are all of them at once. You must try harder. It is not easy to become sane."

28. Bear with me. The Plaintiff started looking into who was Shane Bell and Constance Curtis. Plaintiff found a Shane Michael Bell convicted of theft in 1996 in Polk County Georgia. Paulding County separates Cobb and Polk Counties in Georgia. See Exhibit I. Hanna is located in Cobb County.

29. Plaintiff found the discrepancies in the notary's signatures after obtaining Constance Curtis's applications to become a notary. On 8-27-2002 Shane Bell stated in the application to become a notary **of** Constance Curtis:

"I, Shane Bell , being 18 years of age or older and a resident of Pualding , believe the applicant for Notary Public Commission, Constance Curtis , who is not related to myself, to be a person of integrity, good moral character, and capable of performing notarial acts."

See Exhibit J, K, L AND E page 15.

INTRODUCTION CONTINUED

30. Plaintiff called Defendant Hanna, on 9-5-2013. Defendant Hanna told the Plaintiff that a balance of $4035.80 was due on account # 2620 when he spoke with Yolanda Henderson.

JOE: WHAT DID YOU SAY THAT BALANCE IS
FJH: THE BALANCE IS $4035.80

31. Defendant Hanna's collecting agent then made several collection attempts without ever sending verification to the Plaintiff after he made his dispute and requested validation from his certified letter, dated 2-13-2013. See Exhibit D.

JOE: ALLRIGHT, THANK YOU VERY MUCH MAAM, HAVE A GOOD DAY. BYE BYE
FJH: OK, ARE YOU NOT WANTING TO TRY TO MAKE SOME ARRANGEMENTS
JOE: UM, RIGHT NOW AT THIS TIME I CAN'T
FJH: OK, I MEAN NOT EVEN I CAN TRY TO GET YOU SOME REDUCED BALANCE SIR OR PAYMENT ARRANGEMENTS OR SOMETHING

33. The FDCPA does not require the debt collectors to actually provide validation, rather it requires that the debt collector cease all collection activity until it provides the requested validation to the debtor and resume its collection activity only after the debt has been verified. Or the Defendant could have decided not to verify the debt and to abandon any attempt to collect the debt. However, none of these two scenarios occurred here.

34. On 9-5-2013 Plaintiff called Defendant Fia with a question as to how much was owed on the account and was told a zero balance was due on accounts ending in # 7644 and account # 2620. Plaintiff was also told that by the representative of Bank of America that account # 2620 was an account number that replaced account ending in # 7644.

JOE: 4024 2120 1034 7677
BOA: HOW CAN I HELP YOU WITH THIS CREDIT C ARD SIR
JOE: HOW MUCH IS OWED ON IT
BOA: HOLD ON I'M CHECKING HERE....HOLD ON PLEASE... I SHOW A ZERO BALANCE ON THE ACCOUNT
***
BOA: 2620 WAS ACTUALLY A REPLACEMENT CARD NUMBER TO THE 7644. IT SHOWS, UM, ALREADY REPLACED BY NUMBER 2061
JOE: OK SO THAT WAS REPLACEMENT FOR 7644
BOA: UHM, YES SIR
JOE: OK, AND WHATS THE BALANCE ON THAT CARD
BOA: ZERO BALANCE AS WELL
JOE: ZERO BALANCE DUE, CAN I GET THAT IN WRITING

35. Plaintiff was then transferred to another representative of Defendant Fia and was told that there was a judgment against the Plaintiff. Plaintiff asked in what amount the judgment was for but, but this information was refused to him over the telephone.

JOE: WHAT'S THE BALANCE DUE
BOA: WELL THE ACCOUNT IS ACTUALLY IN A LEGAL STATE SIR SO I WILL NOT BE ABLE TO PROVIDE THE BALANCE IF YOU ARE REQUESTING THE BALANCE I WILL HAVE TO SEND OUT A REQUEST OUT TO OUR LITIGATION LAIZON TEAM, OUR LEGAL DEPARTMENT, SO WE CAN SEE WHAT THE STATUS OF THE ACCOUNT IS IN

36. Because of Plaintiffs phone calls to Defendant Fia, he received a letter, dated 9-11-2013, from Bank of America stating that $2874.39 was the amount that was due on account #2620. Defendant Fia stated to the Plaintiff in its letter:

"Please mail your payment to Bank of America"

See Exhibit M.

37. Plaintiff, knowing why the FDCPA and the TFC had been created, knowing the government and State of Texas cannot always protect him, remembering the horrors that came from reading *Debt Deception – How Debt Buyer Use The Legal System To Prey On Lower-Income New Yorkers (May 2010)*, wrote to Defendant Fia, in a letter dated 9-20-2013, requesting the following:

1) When did you charge off the account listed above;
2) Did you sell the account to another person?
   A) If so, to whom?
   B) If not, who owns the account, Bank of America ***or*** Fia Card Services, N.A.
3) According to the Texas Finance Code Section 392.304(a)(2) you are to maintain a list of all business or professional names known to be used or formerly used by persons collecting consumer debts or attempting to collect consumer debts for the debt collector. I ask you to please send me a copy of that list to me. [FOR YOUR INFORMATION, TEXAS FINANCE CODE SECTION 392.001(6) DEFINES ANY PERSON MAY BE A DEBT COLLECTOR, *THIS INCLUDES ORIGINAL CREDITORS*].

See Exhibit N.

38. Plaintiff received no written response from the 9-20-2013 letter he had sent to Defendant Fia.

39. If the Plaintiff does not know his rights, he has none. Plaintiff could not do nothing and expect a stork to deliver him a release of judgment wrapped up in a nice white handkerchief with red ribbon.

40. Because Hanna did not cease their collection activity, Plaintiff sent Hanna a second dispute letter dated 12-18-2013 which was received on 12-26-2013. It also went unanswered. Defendant Hanna at the present time has not responded to Plaintiffs dispute letter. See Exhibit O.

41. Plaintiff send Defendant Baumann a debt dispute letter dated 12-18-2013 which was received on 12-23-2013. See Exhibit P. Defendant Baumann at the present time has not responded to Plaintiffs dispute letter and Defendant Bauman stated to the Plaintiff in a 1-13-2013 telephone conversation:

RB: OK, SO YOU DON'T HAVE A RIGHT TO DISPUTE IT AT THIS POINT. THERES A JUDGMENT

42. Plaintiff send Defendant Burk a debt dispute letter dated 12-18-2013 which was received on 12-28-2013. Defendant Burk at the present time has not responded to Plaintiffs dispute letter. See Exhibit Q.

43. On 1-13-2014 Plaintiff called Defendant Baumann and Reicke Baumann answered the telephone call. Defendant Baumann attempted to collect a little bit more than $7700 dollars with tax, title and said something else that sounded like rights.

RB: WELL.... MY COMPUTER SHOWS AND I WON'S SWEAR YOU ITS EXACTLY RIGHT TO IT BUT IT SHOWS A LITTLE BIT MORE THAN $7700 DOLLARS WITH TAX, TITLE AND RIGHTS (UNADIBLE)

44. Plaintiff asked Defendant Baumann if he (Plaintiff) could pay Bank of America, to which Defendant Baumann responded "No":

JOE: IS THERE ANY WAY I CAN PAY BANK OF AMERICA
RB: NO

45 Plaintiff asked again to Defendant Baumann what the exact amount was owed. Defendant Baumann told the Plaintiff that $7729.41 was due on account ending in #7644:

RB: WELL I JUST TOLD, I SHOW, MY COMPUTER SHOWS $7729.41 WITH A DOLLAR EIGHT PER DIEM

46. Plaintiff told Defendant Baumann that he was told a different amount from Bank of America. Defendant Baumann did not ask what the different amount was:

JOE: OK, I WROTE TO BANK OF AMERICA AND I INQUIRED ABOUT THIS AND THEY GAVE ME A DIFFERENT AMOUNT THAT WAS DUE
RB: THEY MAY BE FIGURING IT UP DIFFERENTLY. ARE YOU TRYING TO GET IT RESOLVED OR ARE YOU TRYING TO SET UP TRAPS SO THAT WE CAN MAKE A MISTAKE AND YOU CAN SUE US

47. Defendant Baumann acted with malice and negligence in attempting to collect on a debt or judgment from the Plaintiff when he was notified of Plaintiffs concerns of the amount of the debt or judgment, yet even though he had not responded to Plaintiffs dispute letter, he still attempted to collect a debt from the Plaintiff:

RB: WELL WHY DON'T YOU MAKE US AN OFFER AND I WILL TAKE IT TO UGG, BANK OF AMERICA

48. Plaintiff asked Defendant Baumann if anybody else was attempting to collect on this account and explain to him that the other persons have been trying to collect from the Plaintiff on this account for different amounts. To which Defendant Baumann responded with profane and obscene language:

JOE: OK, AND IS ANYBODY ELSE TRYING TO COLLECT ON THIS
RB: HAVE YOU, NOT THAT I KNOW OF
JOE: BECAUSE I GOT
RB: MAN I DON'T KNOW, SHIT, SIR I DON'T KNOW AND YOUR ASKING TWENTY SEVEN QUESTIONS AND YOU, AND YOU ALREADY SENT A LETTER WANTING DEBT VALIDATION THAT EXPIRED, RIGHT THAT EXPIRED YEARS AGO. SO IF YOU WANT TO MAKE AN OFFER, YOU MAKE AN OFFER AND I WILL TAKE IT TO THEM AND IF I'M THE WRONG PERSON THEY WILL TELL ME

49. Plaintiff was not going to get into a shouting match with Defendant Baumann and decided to end the conversation after one more question without asking about how the affidavit violated Texas Gov. Code 312.011(1), Texas Rules of Evidence 601(a), and Texas Rules of Evidence 104(b) and Rules of Evidence 602.

50. The Plaintiff called Defendant Fia on 1-13-2014 and tried to explain everything that had happened, the different third party debt collectors attempting to collect a different amounts and the falsified affidavit of The Baumann Law Firm who sued the Plaintiff on their behalf. To date, the Plaintiff is waiting for a response from Defendant Fia from his questions placed to them, as they only allow a consumer to fax in a request or have their representatives submit the request for the customer and refused to give the Plaintiff a balance over the telephone:

BOA: OK, I DO SEE A CREDIT CARD… I'M BRINGING THIS INFORMATION WITH THE STATUS CODE THE CREDIT CARD I CAN'T PROVIDE THE BALANCE AT THIS TIME BUT A CAN PROVIDE YOU AN ADDRESS TO ASK THE REQUEST TO THE INFORMATION THAT YOU ARE NEEDING. UM AND THEY WOULD HAVE TO GET BACK TO YOU THAT WAY AS HOW TO HANDLE THIS ACCOUNT

51. Plaintiff called Defendant Hanna and spoke with its operations manager Tammy Patterson on 1-15-2014:

FJH: THIS IS TAMMY PATTERSON ON A RECORDED LINE, I'LL BE RIGHT WITH YOU……THIS IS TAMMY PATTERSON WITH FREDERICK J HANNA ON A RECORDED LINE, YOUR CALLS ARE BEING MONITORED AND RECORDED, HOW AND WHO AM I SPEAKING WITH

In the phone conversation Plaintiff asked if Defendant Hanna was still attempting to collect on the debt:

JOE: THANK YOU. ARE YOU GUYS STILL TRYING TO COLLECT ON THIS DEBT
FJH: NO THIS HAS BEEN, THIS ACCOUNT HAS BEEN RECALLED AND SENT BACK TO THE BANK SO YOU WOULD NEED TO CONTACT THEM IF YOU NEED SOMETHING

52. Plaintiff, in the same telephone conversation with Hanna's operations manager Tammy Patterson, she notified the Plaintiff that the account had been recalled, that is sent back to the original creditor on 3-19-2013.

JOE: THANK YOU. ARE YOU GUYS STILL TRYING TO COLLECT ON THIS DEBT
FJH: NO THIS HAS BEEN, THIS ACCOUNT HAS BEEN RECALLED AND SENT BACK TO THE BANK SO YOU WOULD NEED TO CONTACT THEM IF YOU NEED SOMETHING
JOE: BANK OF AMERICA
FJH: YES SIR
JOE: OK, AND WHEN DID IT GO BACK TO THE BANK
FJH: UHH, IT LOOKS LIKE ON… HOLD ON… I'M JUST REVIEWING THE NOTES IF YOU JUST GIVE ME A SECOND
JOE: SURE
FJH: LOOKS LIKE MARCH 19, 2013

53. Plaintiff then asked how much they were told to collect, to which he was told $4035.80.

JOE: OK, AND WHAT WAS THE AMOUNT THAT YOU WERE TOLD TO COLLECT
FJH: THE AMOUNT THAT WAS LISTED ON THE FILE WAS $4035.80

54. The amount Defendant Hanna told the Plaintiff does not match the amount of the collection letter sent to him with a date of January 30, 2013. See Exhibit B. But it does match the amount Defendant Hanna attempted to collect from the Plaintiff in the 9-5-2013 telephone conversation. Not to forget Defendant Burk's and Fia's collection letters. See Exhibit H and M.

55. Plaintiff asked Defendant Hanna when their office received the account for collection to which Defendant Hanna stated that it came into their office on 9-5-2002.

JOE: OK AND WHEN DID THEY GIVE YOU THE ACCOUNT, IF YOU COULD GIVE ME THAT INFORMATION

FJH: UMM,.. THIS IS… HOLD ON… HOLD ON…. SEPTEMBER 5, 2002

56. Plaintiff was a little perplexed at the answer because the Plaintiff was sued by another third party debt collector for the account in this matter and another debt collector attempted to collect a $4199.23 from the Plaintiff years ago, that is a higher amount than that stated now from the Defendant Hanna.

57. Plaintiff asked how this was possible and was told by Defendant Hanna that she did not know, but it could probably have been co-counsel:

JOE: HUH, OK. UMM, OK BECAUSE ANOTHER DEBT COLLECTOR, THE BAUMANN LAW FIRM, I BELIEVE THAT'S THEIR NAME, THEY TOOK ME TO COURT ON IT

FJH: OK, WELL IT COULD BE WITH A CO-COUNSEL OF THIS OFFICE, I'M JUST NOT SURE, I CAN'T CONFIRM THAT, BUT IT MAY HAVE GONE THROUGH A DIFERENT PROCESS, BUT I CAN'T CONFIRM THAT

Plaintiff asked Defendant Hanna if there was a judgment against him, to which Defendant Hanna responded:

JOE: OK, CAN YOU CONFIRM IF THERE IS, THERE IS A JUDGMENT ON IT

FJH: NO, I DON'T HAVE THAT INFORMATION

58. The city of New York has been in the news recently with all the sewer service that the third party debt collectors have been doing for years now. But most importantly and recently is the suit brought by State of Texas v. Midland, cause no. 2011-40626 in Harris County. This came to an end with an Agreed Final Judgment, where amongst other things taken into consideration the defendants in that case have agreed to voluntarily comply with submitting accurate affidavits to the court.

59. Defendants Fia, Hanna, Bauman, and Lawton filed a typical one page "affidavit like the ones used in Texas v. Midland. Defendants typically attach a one page form "affidavit" or sworn

statement to the petition. Under Texas law an affidavit is a written, factual statement signed by the person making it, sworn to before an officer authorized to administer oaths, and officially certified by the officer under seal of office. Tex. Gov't Code §312.011(l). The affidavit must show that it was made by a person who is competent to testify. Tex. R. Evid. 601(a). The affidavit must be based on the affiant's personal knowledge and must state that the facts in it are true. Tex. R. Evid. 104(b), 602. If statements made in an affidavit are false, they may be grounds for perjury.

60. The affidavit (attached hereto in Exhibit E, page 15) used by Defendants Fia, Hanna, Bauman, and Lawton to acquire a judgment against the Plaintiff (i) that the affiant has "personal knowledge" of the "facts herein" from his or her review of records of Bank of America, (ii) that the underlying "claim" is "within the personal knowledge" of the affiant, and (iii) that the affiant has "personal knowledge of those records, as they are subject to the affiant's care, custody, and control, and the affiant personally reviewed the records before signing this affidavit, as one of his duties of his employment." Including that the - defendant defaulted, by not paying timely, in violation of the agreement, on or before ____________ . And affiant further stated - the contractual interest rate is ________ per cent, per year. The affiant left blank spots in the affidavit without filling them in and turned it into the court like that.

61. A fraudulent judgment was obtained by Defendants Fia, Hanna, Bauman, and Lawton against the Plaintiff, clearly violating the TFC 392.404(a)19).

CAUSE OF ACTION ONE
AGAINST DEFENDANT HANNA UNDER FDCPA

61. Plaintiff repeats and re-alleges each and every allegation contained above.

62. Initial contact the Plaintiff had with Defendant Hanna was on or about January 21, 2013, when Defendant Hanna called the Plaintiff and attempted to collect a debt.

63. Defendant Hanna violated 1692g(a) by not sending Plaintiff written notice containing the amount of the debt, the name of the creditor to whom the debt is owed, notification that the consumer can dispute the debt and a statement that the debt collector will provide the consumer with the name of the original creditor within five days after the initial communication with a consumer in connection with the collection of any debt from its collection call made on 1-21-2013 to the Plaintiff.

CAUSE OF ACTON TWO
AGAINST DEFENDANT HANNA UNDER
THE TEXAS FINANCE CODE

64. Plaintiff repeats and re-alleges each and every allegation.

65. Defendant Hanna actions were negligent and noncompliant by attempting to collect a debt from the Plaintiff. Defendant Hanna attempted to collect a debt with a different creditor name appearing on the face of the credit card in a letter sent to the Plaintiff, dated January 30, 2013. This is a violation of TFC Section 392.304(a)(1)(B). See Exhibit B and C.

66. Defendant Hanna violated TFC Section 392.304(5)(A) by not advising the Plaintiff in the initial oral communication that Defendant Hanna was attempting to collect a debt and that any information obtained will be used for that purpose. Despite these violations Defendant Hanna made several persuading attempts to obtain Plaintiff's location information.

67. Defendant Hanna also violated TFC Section 392.304(5)(B) by not informing the Plaintiff that the communication was from a debt collector in the subsequent oral communication between the third-party debt collector and the debtor.

68. Defendant Hanna violated Section TFC Section 392.202(a) by not ceasing its collection efforts against the Plaintiff in the 9-5-2013 telephone conversation after they received Plaintiffs dispute letter and as stated by Tammy Patterson in the 1-15-2014 telephone conversation with the Plaintiff, telling him that the account had been sent back to the original creditor on 3-19-2013. See Exhibit B.

69. Defendant Hanna violated Section TFC Section 392.202(b) because Defendant Hanna did not send a written statement to the Plaintiff within the 30th day after receiving the notice of inaccuracy form the Plaintiff from his certified letter. See Exhibit B. It was deceptive for Defendant Hanna to continue its collection activity without sending information to the Plaintiff about his dispute. Plaintiff sent another dispute letter, which was ignored. See Exhibit O.

70. Defendant Hanna violated Section TFC Section 392.202(e) because they resumed their collection efforts against the Plaintiff without completion of an investigation that was supposed to be done by the third-party debt collector. Defendant Hanna also violated Section 392.202(e) by not informing the Plaintiff of the determination of whether the item is accurate or inaccurate. Despite Defendant Hanna lack of actions, they resumed their collection efforts.

71. Defendant Hanna violated Section TFC Section 392.304(19) in one or more of the following ways, deceptive means to collect a debt or obtain information concerning a consumer by continued collection activity and misrepresenting the amount of a consumer debt without sending verification of a debt when it was disputed by the Plaintiff.

72. Defendant Hanna's collection letter dated January 30, 2013 stated that "the above creditor may consider additional remedies to recover the balance due." Defendant Hanna violated TFC Section 392.101(a)(8) because they attempted to use coercion to get the Plaintiff to pay the debt.

73. Defendant also violated TFC 392.301(8) because FIA CARD SERVICES, N.A., does not have any right to exercise a statutory or contractual right of seizure, repossession, or sale that does not require court proceedings.

74. Defendant Hanna violated TFC Section 392.301(19) by using false representation deceptive means by attempting to collect a debt from the Plaintiff for FIA CARD SERVICES, N.A. when Plaintiff has no contractual obligations with them. Defendant Hanna also violated this act by repeatedly attempting to obtain information concerning a consumer in their first and second telephone call to the Plaintiff for FIA CARD SERVICES, N.A. and in the telephone conversation dated 9-5-2013 without sending verification of the debt to the Plaintiff.

CAUSE OF ACTION THREE
AGAINST DEFENDANT FIA, BAUMAN, LAWTON, AND BURK UNDER THE DTPA FOR FALSE, MISLEADING, AND DECEPTIVE ACTS AND PRACTICES

75. Plaintiff repeats and re-alleges each and every allegation.

76. Defendants Fia, Baumann, Lawton, and Burk in the course of acts and/or omissions as alleged above, have in the course of trade and commerce engaged in false, misleading, and deceptive acts and practices declared unlawful in §17.46(a) and §§17.46(b) of the DTPA. Such acts include:

A. Engaging in false, misleading, or deceptive acts in the conduct of any trade or commerce, as alleged more specifically herein, in violation of § 17.46(a) of the DTPA;

B. Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services, as alleged more specifically herein, in violation of § 17 .46(b)(2) of the DTPA;

C. Causing confusion or misunderstanding as to the affiliation, connection, or association with, or certification by another, as alleged more specifically herein, in violation of §17.46(b)(3) of the DTPA;

D. Representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve or which are prohibited by law as set forth herein in violation of § 17.46(b)(12) of the DTP A.

CAUSE OF ACTION FOUR
AGAINST DEFENDANT FIA, BAUMAN, LAWTON, AND BURK FOR VIOLATIONS OF THE TFC

77. Plaintiff repeats and re-alleges each and every allegation.

78 Defendants, in the course of acts and/or omissions as alleged above, have engaged in acts in violation of Tex. Fin. Code §392.304. Such acts include:

A. Misrepresenting the character, extent, or amount of a consumer debt in violation of Tex. Fin. Code §392.304(a)(8);

B. Representing that a consumer debt may be increased by the addition of attorney's fees, investigation fees, service fees, or other charges if a written contract or statute does not authorize the additional fees or charges in violation of Tex. Fin. Code §392.304(a)(12) ;

C. Using any other false representation or deceptive means to collect a debt or obtain information concerning a consumer in violation of Tex. Fin. Code §392.304(a)(19).

CAUSE OF ACTION FIVE
AGAINST DEFENDANT BAUMAN FOR VIOLATIONS OF THE TFC

79. Plaintiff repeats and re-alleges each and every allegation.

80. Defendant Baumann violated TFC Section 392.304(5)(A) by not advising the Plaintiff in the initial oral communication that Defendant Baumann was attempting to collect a debt and that any information obtained will be used for that purpose. Despite these violations Defendant Baumann made several persuading, false, and deceptive collection attempts.

81. Defendant Baumann also violated TFC Section 392.304(5)(B) by not informing the Plaintiff that the communication was from a debt collector in the subsequent oral communication between the third-party debt collector and the debtor.

82. Defendant Baumann violated Section TFC Section 392.202(a) by not ceasing its collection efforts against the Plaintiff in the 1-13-2014 telephone conversation.

83. Defendant Baumann violated TFC 392.101(a)(8) when Baumann threatened to take (and/or actually did take) an action prohibited by law. Bauman filed and represented a false affidavit to the court and used deceptive means to attempt to collect a debt.

84. Defendant Baumann violated Section TFC Section 392.202(b) because Defendant Baumann did not send a written statement to the Plaintiff within the 30th day after receiving the notice of dispute and inaccuracy form the Plaintiff from his certified letter.

85. Defendant Baumann violated Section TFC Section 392.202(e) because he resumed his collection efforts against the Plaintiff without completion of an investigation that was supposed to be done by the third-party debt collector. Defendant Baumann also violated Section 392.202(e) by not informing the Plaintiff of the determination of whether the item is accurate or inaccurate. Despite Defendant Baumann lack of actions, he resumed his collection efforts against the Plaintiff in the 1-13-2014 telephone conversation.

86. Defendant Baumann violated Section TFC Section 392.304(19) in one or more of the following ways, deceptive means to collect a debt or obtain information concerning a consumer by continued collection activity and misrepresenting the amount of a consumer debt without sending verification of a debt when it was disputed by the Plaintiff. By using profanity and oppressing the plaintiff in a harassing and abusive manner when the Plaintiff was inquiring about his account with Defendant Bauman in their 1-13-2014 telephone conversation.

87. Defendant Baumann violated TFC 392.302(1) By using profanity when the Plaintiff was inquiring about his account with Defendant Bauman in their 1-13-2014 telephone conversation.

88. Defendant Bauman violated TFC 392.303(2) by attempting to collect interest or a charge, fee, or expense incidental to the obligation where the agreement creating the obligation did not permit these charges.

89. Defendant Baumann violated TFC 392.304(2) by failing to maintain a list of all business or professional names known to be used or formerly used by persons collecting consumer debts or attempting to collect consumer debt for the debt collector. The Plaintiff requested this information in the 1-13-2014 telephone conversation with Defendant Baumann, but the

defendant did not know this information and was unable and unwilling to provide this information to the Plaintiff.

CAUSE OF ACTION SIX

AGAINST DEFENDANT BURK FOR VIOLATIONS OF THE TFC

90. Plaintiff repeats and re-alleges each and every allegation.

91. Defendant Burk violated Section TFC Section 392.202(b) because Defendant Burk did not send a written statement to the Plaintiff within the 30th day after receiving the notice of inaccuracy form the Plaintiff from his certified letter disputing the debt.

92. Defendant Burk violated Section 392.202(e) by not informing the Plaintiff of the determination of whether the item is accurate or inaccurate.

CAUSE OF ACTION SEVEN

AGAINST DEFENDANT FIA UNDER THE TFC

93. Plaintiff repeats and re-alleges each and every allegation.

94. The definition of a "debt collector" in the TFC Section 392.001(6) means a person who directly or indirectly engages in debt collection. Defendant Fia has not only violated the Plaintiff's civil rights but damaged the Plaintiff both monetarily and emotionally. Defendant Fia violated TFC 392.304(19) by asking the Plaintiff to make a payment over the phone (see exhibit M), however when the Plaintiff called Fia on 1-13-2014 his request for a balance amount were refused.

95. Defendant Fia violated the TFC Section 392.304(1)(B) when it hired Defendant Hanna to collect its debt from the Plaintiff using another name, than the name appearing on the face of the credit card.

96. Defendant Fia violated the TFC Section 392.304(8) by misrepresenting the amount of a consumer debt. Defendant Fia stated the amount owed was zero ($0.00) in a telephone call the Plaintiff placed to Defendant Fia on 9-5-2013. *However*, Defendant Fia hired Defendant Hanna to collect $6424.01 in a collection letter, sent to the Plaintiff, letter dated January 30, 2013. See Exhibit B. Plaintiff was also told the amount owed was $4035.80 in an attempt to collect this debt in a telephone conversation dated 9-5-2013 with Defendant Hanna. Defendant Baumann

attempted to collect $7729.41 from the Plaintiff in their 1-13-2014 telephone conversation on behalf of the Defendant Fia.

97. Defendant Fia violated TFC 392.304(2) by failing to maintain a list of all business or professional names known to be used or formerly used by persons collecting consumer debts or attempting to collect consumer debt for the debt collector. The Plaintiff requested this information in its 9-20-2013 letter but has not received any information from Defendant Fia.

98. Defendant Fia hired Defendants Hanna, Baumann, Lawton, and Burk to collect a consumer debt or judgment from the Plaintiff. Defendant Fia is using an independent debt collector that repeatedly or continuously engages in the acts or practices that are prohibited by the TFC. This is a violation of TFC Section 392.306.

CAUSE OF ACTION EIGHT
DIRECT AND DERIVATIVE LIABILITY

99. Plaintiff repeats and re-alleges each and every allegation.

100. Defendants are doing business in the State of Texas.

101. Defendants are "inextricably intertwined" and/or connected in the transactions and/or acts alleged in this Petition.

102. The corporate fiction should be disregarded as it was used as a means of perpetrating fraud and/or abuse of the corporate structure.

103. Each Defendant actively participated in the acts or omissions which are the subject of this Complaint, sought to benefit from the transactions, and profited from the transactions and/or acts alleged in this Complaint.

104. Each Defendant is directly liable for the relevant acts and omissions alleged in this Complaint.

CAUSE OF ACTION NINE
DISGOREMENT/CONSTRUCTIVE TRUST

105. Plaintiff repeats and re-alleges each and every allegation.

106. All of Defendants' assets are subject to the equitable remedy of disgorgement, which is the forced relinquishment of all benefits that would be unjust for Defendants to retain. Defendants should be ordered to disgorge all monies fraudulently taken from individuals and businesses together with all of the proceeds, profits, income, interest and accessions thereto. Such disgorgement should be for the benefit of victimized consumers and the State of Texas. The Plaintiff demands all monies obtained by Defendants from consumers through fraud or false pretenses be looked into from a finding of the Jury. The court should ask questions, meaning the jury of course, of Defendants acts, because if what happened to the Plaintiff in this case, then it is very possible that that it has happened to someone else.

> *"If the jury feels the law is unjust [violates God's law], we recognize the undisputed power of the jury to acquit, even if its verdict is contrary to the law as given by a judge, and the contrary to the evidence... and the courts must abide by that decision."*
>
> US v. Moylan, 417 F.2d. at 1006 (1969)

CAUSE OF ACTION TEN
INJURY TO CONSUMERS

107. Plaintiff repeats and re-alleges each and every allegation.

108. If the jury finds that Defendants have, by means of these unlawful acts and practices, obtained money or other property from identifiable persons to whom such money or property should be restored or who, in the alternative, are entitled to an award for damages.

CAUSE OF ACTION TWELVE
EXEMPLARY DAMAGES

109. Plaintiff repeats and re-alleges each and every allegation.

110. Exemplary damages should be awarded against Defendants Fia, Hanna, Bauman, Lawton and Burk because the harm with respect to which the Plaintiff seeks recovery of exemplary damages resulted from fraud and/or gross negligence [which means that Defendants Fia, Hanna, Bauman, Lawton and Burk acts and/or omissions (i) when viewed objectively from Defendants

Fia, Hanna, Bauman, Lawton and Burk standpoint at the time of the acts and/or omissions involved an extreme degree of risk, considering the probability and magnitude of potential harm to others and (ii) were such that Defendants Fia, Hanna, Bauman, Lawton and Burk an actual, subjective awareness of the risk involved but nevertheless proceeded with the conscious indifference to the rights, safety, or welfare of others.]

CAUSE OF ACTION FOURTEEN
JOINT AND SEVERAL LIABILITY REGARDING THIRD PARTY DEBT COLLECTORS AND THEIR BONDING INSURANCE

111. Plaintiff repeats and re-alleges each and every allegation.

112. Defendant Travelers is jointly and severally liable with Defendant Hanna for all damages described herein, but only to the extent provided by Chapter 392 of the Texas Finance Code and a bond secured pursuant to that chapter (in which Travelers is the surety and Hanna is the principal).

113. Defendant Universal is jointly and severally liable with Defendant Baumann for all damages described herein, but only to the extent provided by Chapter 392 of the Texas Finance Code and a bond secured pursuant to that chapter (in which Universal is the surety and Baumann is the principal).

114. Defendant Western is jointly and severally liable with Defendant Burk for all damages described herein, but only to the extent provided by Chapter 392 of the Texas Finance Code and a bond secured pursuant to that chapter (in which Western is the surety and Burk is the principal).

CAUSE OF ACTION THIRTEEN
PERMANENT INJUCTION

115. Plaintiff repeats and re-alleges each and every allegation.

116. Defendants have engaged in the unlawful acts and practices described above. Unless restrained by this Honorable Court, Defendants will continue to violate the laws of the State of Texas and cause damage to the citizens of the State of Texas and to the general public. Therefore, Plaintiff requests a Permanent Injunction as indicated below.

DEMAND OF RELIEF FROM A JURY

117. **WHEREFORE,** the Plaintiff repeats and re-alleges each and every allegation and has provided Exhibit AA and Exhibits A through Q, demands that a jury of his peers;

A. Enter a judgment in favor of Plaintiff and against Defendants for statutory damages, cost, and reasonable private attorney general fees as provided by 15 USC 1692K(a) and/or Texas Finance Code 392.403.

B. Order Defendants Fia and Baumann to release Plaintiff from the Abstract of Judgment that was filed in Dallas County on 11-24-2004;

1. Cause Number and Court: 0300601A Dallas JP-1, In The Justice Court, Precinct 3, Place 1

C. Grand all other relief to which Plaintiff may be justly entitled.

D. Adjudge against Defendants, jointly and severally, civil penalties in favor of Plaintiff, Joe Hunsinger, per violation of the DTPA;

E. Order the Defendants Fia, Hanna, Bauman, Lawton, and Burk from filing an affidavit in any court in the State of Texas that falsely represents that the affiant has personal knowledge of the contents of the affidavit;

F. Order the Defendants Fia, Hanna, Bauman, Lawton, and Burk from filing an affidavit in any court in the State of Texas that was not signed in the presence of a notary or other official who is acknowledging the signature;

G. Order the Defendants Fia, Hanna, Bauman, Lawton, and Burk from filing an affidavit in any court in the State of Texas in which the affiant attests to the authenticity of attachments to the affidavit unless the affiant has reviewed the attachments before signing the affidavit;

H. Order the Defendants Fia, Hanna, Bauman, Lawton, and Burk from filing an affidavit in any court in the State of Texas which contains any false statement of fact;

I. Order the Defendants Fia, Hanna, Bauman, Lawton, and Burk to make public all affidavits filed in the Texas courts for the last ten (10) years.

J. Order Defendants to stop misrepresenting the character, extent, or amount of a consumer debt in violation of Tex. Fin. Code §392.304(a)(8);

K. Order Defendants to stop using any other false representation or deceptive means to collect a debt or obtain information concerning a consumer in violation of Tex. Fin. Code §392.304(a)(19);

L. Impose a investigation, on all monies obtained by Defendants from consumers by fraud or false pretenses for distribution, and order Defendants to restore all money or property taken from identifiable persons by means of unlawful acts or practices, or in the alternative, award judgment for damages to compensate for such losses.

> *"The makers of our Constitution undertook to secure conditions favorable to the pursuit of happiness. They recognized the significance of man's spiritual nature, of his feelings and of his intellect. They knew that only a part of the pain, pleasure and satisfactions of life are to be found in material things. They sought to protect Americans in their beliefs, their thoughts, their emotions and their sensations. They conferred, as against the Government, the right to be let alone – the most comprehensive of rights and the right most valued by civilized men."*
> Olmstead v United States, 277 US 438, 478 (1928); Washington v Harper, 494 US 210 (1990).

Respectfully submitted January 21, 2014.

Joe Hunsinger
Plaintiff Pro-Se
7216 C.F. Hawn Frwy.
Dallas, Texas 75217
Joe75217@gmail.com

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I am competent to make this Verification and to testify on the matters I have addressed, that I have personal knowledge of the facts asserted in this Complaint and that the facts are true and correct.

This declaration was executed on January 21, 2014 in Dallas, Texas.

Joe Hunsinger

ACKNOWLEDGEMENT OF NOTARY

Texas state] For verification purposes only
Dallas county]

On the 21 day of Jan, Two Thousand Fourteen, before me,

Kimberly Jaynes, ***a Notary.***

*Personally appeared, **Joe Hunsinger** personally known to me (or proved to me on the basis of satisfactory evidence of identification) to be a person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed that instrument.*

Witnessed, my hand and official seal.

My Commission Expires: 6-10-14

seal

KIMBERLY JAYNES
Notary Public
STATE OF TEXAS
Commission Expires 06/10/2014

CERTIFICATE OF SERVICE

I hereby certify that a copy of the forgoing has been served upon the Defendants via certified mail with Waiver of Service and Notice of A Lawsuit And Request to Waive Summons.

January 21, 2014

Joe Hunsinger
Plaintiff Pro-Se
7216 C.F. Hawn Frwy.
Dallas, Texas 75217
Joe75217@gmail.com

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS
Joe Hunsinger

DEFENDANTS
FIA CARD SERVICES N.A.; FREDERICK J. HANNA ASSOCIATES, PC.;TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA ; REICKE BAUMAN;LAURA A. LAWTON ;UNIVERSAL SURETY OF AMERICA;EDWARD T. BURK & ASSOCIATES PC.; and WESTERN SURETY COMPANY ;

(b) County of Residence of First Listed Plaintiff DALLAS
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant UNKNOWN

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

RECEIVED
JAN 21 2014

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

CIVIL RIGHTS
- ☒ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
USC 1692 AND THE TEXAS FINANCE CODE
Brief description of cause:
VIOLATION OF DEBT COLLECTION ACTIVITY

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND $
CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY *(See instructions)*:
JUDGE ______ DOCKET NUMBER ______

DATE
01/21/2014
SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # ______ AMOUNT ______ APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______